

EXHIBIT D

On November 28, 2022, BlockFi filed voluntary cases under Chapter 11 of the U.S. Bankruptcy Code. Additional information about our filing can be found on our blog [here](#).



☰ Interest Account Terms (Existing US only)

INTEREST ACCOUNT
TERMS (EXISTING US
ONLY)

Interest Account Terms (Existing US only)

INTRODUCTION

Welcome to BlockFi. Our Crypto Interest Account is a crypto repository account that allows you to earn interest paid in the form of digital assets on the eligible cryptocurrency held in your account. Please read and keep these Account Terms ("Interest Account Terms"). If you need a physical copy of these Interest Account Terms or if you have any questions, you can submit a support ticket [here](#) or visit [blockfi.com](https://blockfi.com/terms/). These Interest Account Terms are incorporated by reference into the BlockFi Terms of Service and Wallet Terms found [here: https://blockfi.com/terms/](https://blockfi.com/terms/). Further, the Crypto Interest Accounts are operated by us under an Indenture ("Indenture") with Ankura Trust Company, LLC, as trustee, a form of which can be found [here](#):

OUR RELATIONSHIP

In these Interest Account Terms, holders of a Crypto Interest Account, including owners, employees, agents and affiliates of any business, corporation, partnership or other entity that is, or is considering becoming, an account holder are sometimes referred to in the Interest Account Terms as "you" or "your." The provider of the Crypto Interest Account for U.S clients is BlockFi Inc., and is referred to as "BlockFi," "we," "us" or "our" in these Interest Account Terms. Together, you and we may be collectively referred to as "Parties."

ACCEPTANCE OF TERMS

By continuing to maintain a Crypto Interest Account, you agree that the terms and conditions contained herein will govern your Crypto Interest Account, as modified from time to time. We reserve the right to update these Interest Account Terms at any time, and may notify you of such

changes via the Website or by email at the address specified on your account application, but we have no obligation to notify you of every update.

Starting on February 14, 2022, we will no longer offer Crypto Interest Accounts to new U.S. clients. Existing U.S. clients can continue to maintain their Crypto Interest Account, receive interest and withdraw cryptocurrency from their Crypto Interest Accounts but will no longer be able to transfer additional cryptocurrency into their Crypto Interest Accounts.

The Crypto Interest Accounts have not been registered under the Securities Act of 1933 and may not be offered or sold in the United States, to U.S. persons, for the account or benefit of a U.S. person or in any jurisdiction in which such offer would be prohibited.

If you are an existing U.S client, your Crypto Interest Account will be maintained by BlockFi Inc. All existing US Crypto Interest Account holders will also have a BlockFi Wallet. Your BlockFi Wallet is governed by BlockFi Wallet Terms.

A. How Interest Is Calculated

1. Interest on the Crypto Interest Account is variable. We publish our interest rates on our Website at <https://blockfi.com/rates>. Changes to interest rates will be posted or messaged to you before changes are made, typically before the first business day of each month. Our interest rate may be tiered, with specified rates in effect at any time only applied to specified portions of amounts in a Crypto Interest Account. Interest will be payable in arrears and added to the principal in your account on a monthly basis.

2. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the specified principal in the account on each day. The daily periodic rate is calculated by dividing the applicable interest rate by the number of days in the year. We will determine the interest rates and tiers for each month at our sole discretion, and you acknowledge that your account is not a bank deposit account and such rates may not be equivalent to benchmark interest rates observed in the market for bank deposit accounts.

B. How Interest Is Paid

1. We will credit your Crypto Interest Account with the interest earned within five business days following the end of each calendar month. Your account must be open on such date in order for you to receive this interest payment. All interest will be paid in cryptocurrency. The accrued interest will be calculated and paid to the one hundred millionth of the relevant unit of cryptocurrency. Any digits beyond that will be truncated; balances and interest payments on account statements will be truncated to eight decimal digits (one hundred millionth of a unit). Once interest has been credited to your account, you will earn interest on it in future months.

2. You may elect to have your interest paid in any cryptocurrency we support, in our discretion as may be modified from time to time, by adjusting the default settings on your online account dashboard at least 2 business days prior to the last business day of the calendar month. If you do not make an election prior to such deadline or otherwise do not adjust the default settings, interest will be paid in kind (i.e., in the type of cryptocurrency that is earning interest). Once an election has been made it will remain the interest accrual election for your Crypto Interest Account until a subsequent timely election is made. If you elect for interest to be paid in a

cryptocurrency that is different from the cryptocurrency on which the interest has been earned, BlockFi may charge an administrative fee of up to 1.5% of the total amount of interest accrued for such month, depending on the cryptocurrency selected and market conditions at the time of the payment.

C. Withdrawals

1. You may make a request for complete or partial withdrawal of principal from your Crypto Interest Account at any time. Any withdrawal of principal will be transferred instantly to your BlockFi Wallet and any withdrawal from your BlockFi Wallet will be subject to BlockFi Wallet Terms. Any interest that has accrued but not been credited to your account on a month-end basis is not eligible for withdrawal until the fifth business day of the following month. **If you are an existing U.S. client, please note that any assets you withdraw from your Crypto Interest Account on or after February 14, 2022 will not be eligible for transferring back into your Crypto Interest Account.**

2. Withdrawal limits based on frequency and amount may apply from time-to-time and will be described in your Crypto Interest Account interface and on our Website at <https://blockfi.com/fees>.

3. BlockFi and our third party partners may experience cyber-attacks, extreme market conditions, or other operational or technical difficulties which could result in the immediate halt of transfers and withdrawals of cryptocurrency either temporarily or permanently. BlockFi is not and will not be responsible or liable for any loss or damage of any sort incurred by you as a result of such cyber-attacks, operational or technical difficulties or suspensions of transfers or withdrawals.

D. Taxes

1. You will be able to see a record of the transactions related to your Crypto Interest Account which you may wish to use for the purposes of making any required tax filings or payments. It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and to collect, report, and remit the correct tax to the appropriate tax authority.

2. We will make any tax withholdings or filings that we are required by law to make, but we are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, or remitting any taxes arising from any transaction. You are responsible for complying with all applicable law, whether federal, state or local. You agree that BlockFi is not responsible for determining whether or which laws may apply to your transactions, including tax law. You are solely responsible for reporting and paying any taxes arising from your Crypto Interest Account.

E. Utilization of Assets

1. Except where prohibited or limited by applicable law, BlockFi has the right, without further notice to you, to pledge, repledge, hypothecate, rehypothecate, sell, lend, or otherwise transfer, invest or use any amount of such cryptocurrency, separately or together with other property, with all attendant rights of ownership, and for any period of time and without retaining in BlockFi's possession and/or control a like amount of cryptocurrency, and to use or invest such cryptocurrency at its own risk.

2. You acknowledge that, with respect to assets used by BlockFi pursuant to this paragraph: (i) you will not be able to exercise rights of ownership, (ii) BlockFi and its affiliates may receive compensation in connection with lending or otherwise using or investing cryptocurrency in its business to which you will have no entitlement, and (iii) cryptocurrency that is subject to such lending transactions, investment or otherwise being used in these transactions will not be held by BlockFi's third party custodians.

F. Valid Authorization

You hereby represent and warrant to us at all times during which you maintain a balance in your Crypto Interest Account that: (i) any cryptocurrency that you transferred into your Crypto Interest Account is owned by you at the time of transfer; and (ii) you are validly authorized to instruct us to carry out transactions relating to your Crypto Interest Account balance and that all transactions initiated with your Crypto Interest Account are for your own account (or, in the case of business accounts, for your business's account) and not on behalf of any other person or entity.

G. General Rules Governing Crypto Interest Accounts

1. If you are U.S. client, all of our actions relating to your account, including these Interest Account Terms, will be governed by the laws and regulations of the United States and, to the extent not preempted, the laws and regulations of the State of Delaware. Any lawsuit regarding your account must be brought in the courts in the State of Delaware or the courts of the United States located in the State of Delaware. If any part of these Interest Account Terms is determined to be invalid or unenforceable, such determination will not affect the remainder of these Interest Account Terms.

2. We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

3. These Interest Account Terms and the relationship created hereby do not create a fiduciary relationship between us.

4. We may follow instructions regarding your Crypto Interest Account if we reasonably believe that you have authorized the instructions.

5. We will make statements for your BlockFi account available to you by email and/or online at blockfi.com. All of your accounts and (in our discretion) those of any of your affiliates may be combined into one statement.

6. We will make available to you a periodic statement showing the activity on your account and containing information sufficient to allow you to reasonably identify transactions. You must examine the statement and notify us of any unauthorized use or any error or irregularity on the statement within 30 calendar days after the statement is sent or made available to you. If notice is not received within the 30-calendar day period, then we will have no liability to you and any losses will be entirely yours.

7. Your Crypto Interest Account is not transferable or assignable to another person in whole or in part.

8. BlockFi is required by law to turn over the funds in abandoned or unclaimed customer accounts to the state of your last known residence. You must promptly notify us of any change in your residential mailing or email address. Failure to notify us may result in delay or non-receipt of BlockFi correspondence.

9. We may record and monitor our telephone conversations with you and your electronic communications with us (chat, e-mail and other forms of electronic exchange). Unless the law requires otherwise, you consent in advance to such recording and monitoring and we do not need to remind you of these activities.

10. For purposes of these Interest Account Terms, our business days are Monday through Friday. Saturdays, Sundays and all federal and New York State holidays are not included.

11. We reserve the right to limit access to your accounts, which can include temporarily or permanently removing your online access, restricting your account and/or closing your accounts without prior notice to you unless prior notice is required by law. We do not bear liability for such actions. In addition, BlockFi reserves the right to withhold or delay the withdrawal of funds or assets belonging to you if you fail to comply with these Interest Account Terms.

H. Indemnification and Limitation of Liability; Attorney's Fees and Costs for Lawsuits

1. You will indemnify and hold us and our affiliates harmless from any losses, damages, suits and expenses, of whatever kind, including reasonable attorneys' fees, which we may incur in connection with or arising out of your use of your Crypto Interest Account or our activities in connection with such account, your violation of any law, regulation, order or other legal mandate, or the rights of a third party, or any act or omission by your agent, representative or third-party service provider while using your Crypto Interest Account, regardless of whether the specific use was expressly authorized by you.

2. We are not liable to you for claims, costs, losses or damages caused by an event that is beyond our reasonable control (e.g., the acts or omissions of third parties, natural disaster, emergency conditions, disease epidemics/pandemics such as Covid-19, government action, equipment or communications malfunction).

3. We are not liable for special, incidental, exemplary, punitive or consequential losses or damages of any kind.

4. Except for any setoff permitted by applicable law, any amounts owed or liabilities incurred by us ("Obligations") may be satisfied solely from the assets of BlockFi Inc. Without limiting the generality of the foregoing, in no event shall you have any recourse, whether by setoff or otherwise, with respect to any amounts owed or liabilities incurred, to or against any assets of any person or entity other than BlockFi Inc for Obligations, including, without limitation, any member, affiliate, investor, employee, officer, agent or advisor of BlockFi Inc. For the avoidance of doubt, the foregoing shall not limit any setoff permitted by applicable law.

5. Our liability to you for a claim is limited to the face value of the item or transaction, or the actual value of any funds not properly credited or debited.

I. Risk Disclosure

1. Your Crypto Interest Account is not a checking or savings account, and it is not covered by insurance against losses. We will pledge, repledge, hypothecate, rehypothecate, sell, lend, or otherwise transfer or use funds and cryptocurrency assets to counterparties, and such cryptocurrency assets will be exposed to various risks as a result of such transactions. In certain jurisdictions, cryptocurrency is not legal tender, and is not backed by the government or any regulatory authority. Accounts and value balances are not insured and are not subject to Federal Deposit Insurance Corporation or Securities Investor Protection Corporation protections. Your Crypto Interest Account is not registered with any federal or state securities regulatory authority. Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of cryptocurrency.

2. Transactions in cryptocurrency may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. If you attempt to transfer assets to an unsupported wallet or using an unsupported network, or if you attempt to transfer assets other than eligible cryptocurrency (including any unsupported digital assets) to your Crypto Interest Account, such assets may be permanently lost. We assume no liability, obligation or responsibility whatsoever with respect to any unsupported digital asset or any asset that is transferred using an unsupported network or to an unsupported wallet. Some cryptocurrency transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that the customer initiates the transaction. The value of cryptocurrency may be derived from the continued willingness of market participants to exchange government-issued currency for cryptocurrency, which may result in the potential for permanent and total loss of value of a particular cryptocurrency should the market for that cryptocurrency disappear.

3. There is no assurance that a person who accepts a cryptocurrency as payment today will continue to do so in the future. The volatility and unpredictability of the price of cryptocurrency relative to government-issued currency may result in significant loss over a short period of time. The nature of cryptocurrency may lead to an increased risk of fraud or cyber-attack, including rollback attacks or blockchain reorganizations. The nature of cryptocurrency means that any technological difficulties experienced by BlockFi may prevent the access or use of a customer's cryptocurrency. Any bond or trust account maintained by BlockFi for the benefit of its customers may not be sufficient to cover all losses incurred by customers. In light of these risks, you should carefully consider whether holding cryptocurrency in a BlockFi account is suitable.

J. Conflict/Disputes Involving Your Account

1. We are not liable to you for errors that do not result in financial loss to you. We may take any action authorized or permitted by these Interest Account Terms without being liable to you, even if such action causes you to incur fees, expenses or damages.

2. If third parties make claims on your account, or if we receive conflicting instructions from authorized signers, or if we become involved in or concerned about a dispute between you and an authorized signer, we have discretion to act in ways we believe to be appropriate, including by closing your Crypto Interest Account and returning the cryptocurrency in such account. You are liable for all expenses and fees we incur for such conflicts or disputes, including internal costs and attorneys' fees, and we may charge them to your Crypto Interest Account.

3. Fraudulent activity, including any attempt to withdraw funds that you do not own, did not transfer into your Crypto Interest Account, or did not purchase, is strictly prohibited and may result in the closure of your Crypto Interest Account. Fraudulent activity includes any attempt to take advantage of errors on the BlockFi Website, systems, applications, or technology platforms. Any errors identified should be flagged to investigations@blockfi.com for appropriate compensation, where applicable.

K. Legal Process Affecting Accounts

1. If legal action such as an attachment, garnishment, seizure, liquidation, levy or other state or federal legal process ("legal process") is brought against your Crypto Interest Account, we may refuse to permit (or may limit) withdrawals or transfers from your account until the legal process is satisfied or dismissed. We may also be required to transfer the assets in your Crypto Interest Account at the behest of governmental or regulatory authorities pursuant to legal and regulatory actions. Regardless of the terms of such attachment, garnishment, levy or other state or federal process, we have first claim to any and all funds in your account.

2. We will not contest on your behalf any such legal process and may take action to comply with such legal process as we determine to be appropriate in the circumstances without liability to you. If we incur any expenses, including without limitation, reasonable attorney fees, in connection with any such legal process, we may charge any expenses and fees to your account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees. Any garnishment, seizure, liquidation, or other levy against your account is subject to our right of setoff and security interest.

L. Setoff and Security Interest Rights

1. You grant us a security interest in any and all of your Crypto Interest Accounts with us for obligations owing to us or any of our affiliates by any owner of any of your accounts. These obligations include both secured and unsecured debts and debts you owe individually or together with someone else, including debts and obligations under other transactions or agreements between you and us or any of our affiliates.

2. We may take or set off funds in any or all of your Crypto Interest Accounts, or transfer funds between any or all of your Crypto Interest Accounts, with us or any of our affiliates for direct, indirect and acquired obligations that you owe us or our affiliates, including any balances as a result of not having sufficient funds available or as a result of an erroneous transfer of funds to an address under your control, or a return or other negative balance, regardless of the source of funds in an account.

3. These rights are in addition to other rights we have to take, transfer or charge funds in your account for obligations you owe us or our affiliates. We may consider these Interest Account Terms as your consent to BlockFi's asserting its security interest or exercising its right of setoff should any laws governing your account require your consent.

4. If the law restricts our ability to take, transfer or setoff funds in your account, or if some contributions are protected from attachment, levy or legal process, to the extent that you may do so by contract, you waive those conditions and limits and authorize us to apply funds in any or

all of your accounts with us to obligations you owe us. Exercising these rights may result in early withdrawal penalties.

5. We hereby agree that, to the extent permitted by applicable law, you may take or set off funds in your account, or any amounts we owe you with respect thereto, against the Obligations. If the law restricts your ability to take, transfer or setoff funds in your account, or if some contributions are protected from attachment, levy or legal process, to the extent that we may do so by contract, we waive those conditions and limits and authorize you to apply funds in any or all of your accounts with us to the Obligations.

M. Waiver

We may delay or waive any rights we have under these Interest Account Terms. If we delay or waive our rights, you are still obligated to pay us fees and other amounts you may owe us under these Interest Account Terms. Any delay or waiver of our rights applies only to the specific instance in which we decide to delay or waive the provision and does not affect our future rights in any way.

N. Digital Images, e-Signatures, & Facsimile Signatures

1. We accept digital images, e-signatures, and facsimile signatures for documents that need to be signed. However, we will not be liable if use of a device was unauthorized or if the size, color or quality of the signature is different from that of any signature previously presented to us.

2. If a facsimile signature is used for a withdrawal from your account, you are responsible for any withdrawal from your account when the facsimile signature resembles or purports to be the signature of a person authorized to make withdrawals from your account. You agree to reimburse us (and we may charge your account) for all claims, costs, losses and damages, including reasonable attorneys' fees, that result from our payment of a withdrawal accompanied by a facsimile signature or by a facsimile or digital image that we otherwise believe you authorized.

O. Closing an Account

We have the right to close your Crypto Interest Account at any time for any reason without advance notice. In addition, your account will be closed automatically if we do not receive your initial transfer of funds to your Crypto Interest Account within sixty (60) days of the date on which your account is opened. If your account has a balance when we close it, we will return the remaining crypto assets to your BlockFi Wallet, unless prohibited by applicable law. Subject to the following sentence, if we close your Crypto Interest Account, we will pay you the accrued interest earned up to the closing date. However, if we close your Crypto Interest Account because you have breached these Interest Account Terms or the terms of any other agreement between you and us, you will not be entitled to any unpaid interest that may have otherwise accrued to your Crypto Interest Account. We will cooperate with any regulatory or governmental entity's instructions or requests with regard to your Crypto Interest Account, including freezing it and seizing its assets if mandated.

P. Liability for Failure to Make Transfers

If we do not complete a transfer from your Crypto Interest Account(s) or in the correct amount as clearly instructed to us according to these Interest Account Terms, we will be liable for your actual losses or damages, subject to certain exceptions. We will not be liable, for instance: (i) if, through no fault of ours, you do not have enough funds in your account to make the transfer; (ii) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; (iii) in the case of preauthorized credits, if the data from the third party is not received, is incomplete or erroneous; (iv) if your Crypto Interest Account is not in an active status; (v) due to legal requirements of regulatory restrictions; (vi) other exceptions stated in these Interest Account Terms or in another agreement with you.

Q. Disclosure of Account Information

1. We will disclose information to third parties about your account or the transfers you make: (i) where it is necessary for completing transfers; (ii) in order to verify the existence and condition of your Crypto Interest Account for a third party, such as a credit bureau or merchant; (iii) in accordance with the BlockFi Terms of Service; (iv) if you give us your written permission; (v) if we close your Crypto Interest Account due to a deficient balance, excessive instances when you do not have sufficient funds in your account or to protect or enforce our legal rights; and (vi) in order to comply with government agency or court orders.

2. As long as your Crypto Interest Account remain outstanding under the Indenture, electronic access, at any time and from time to time, to records maintained by us will be available to the Trustee, including your name, mailing address, email address and tax residency information, the applicable interest payment dates and the dates and amounts of interest paid by us to your Crypto Interest Account for the immediately preceding twelve months (by crypto currency), the principal amounts of crypto assets in respect of your Crypto Interest Account then outstanding (by crypto currency), the amount of accrued but unpaid interest (by crypto currency), the terms then applicable to such Crypto Interest Account, including applicable interest rate.

R. Account Errors or Questions

1. Our platform allows you to review your Crypto Interest Account and conduct certain other transactions online. You must maintain adequate security and control of any and all IDs, passwords, hints, or any other codes that you use to access your Crypto Interest Account through our online platform. Any loss or compromise of the foregoing information or your personal information may result in unauthorized access to your Crypto Interest Account. We assume no responsibility for any loss that you may sustain due to compromise of your sensitive information. You accept all risks of unauthorized access and use of your Crypto Interest Account.

2. Tell us promptly if you believe that an electronic transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the funds in your Crypto Interest Account (plus any other BlockFi account you own). If your statement shows transfers that you did not make, tell us immediately by contacting us [here](#).

3. Please submit a support ticket [here](#), as soon as you can, if you think your statement is wrong or if you need more information about an item listed on the statement. We must hear from you no later than thirty (30) days after we send you or make available to you the first statement on which the problem or error appeared.

4. If you tell us orally or via electronic means, we may require that you send us your complaint or question in writing, and we may request additional information within ten (10) business days. We will endeavor to determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. For errors involving new accounts, we may take up to ninety (90) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount of the error, so that you will have the use of the funds during the time it takes us to complete our investigation. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

5. If we ask you to put your complaint or question in writing, or request additional information, and do not receive it within ten (10) business days, we may not credit your account. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Interest Account Terms Last Modified: 4/14/2022

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Digital currency is not legal tender, is not backed by the government, and crypto accounts held with BlockFi are not subject to FDIC or SIPC protections. Digital currency values are not static and fluctuate due to market changes. Not all products and services are available in all geographic areas and are subject to applicable terms and conditions. Eligibility for particular products and services is subject to final determination by BlockFi. Rates for BlockFi products are subject to change.

BlockFi Rewards Credit Card: For more information, please see BlockFi's Terms of Service. BlockFi is not a Bank. Cards are issued by Evolve Bank & Trust, Member FDIC, pursuant to a license from Visa® USA Inc. Rewards are not offered by Evolve Bank & Trust and are instead offered and managed by BlockFi.

BlockFi International Ltd. holds a Class F digital assets business license under the Digital Assets Business Act, 2018 (as amended) and is licensed by the Bermuda Monetary Authority to conduct the following digital assets business activities: (i) issuing, selling or redeeming virtual coins, tokens or any other form of digital assets (ii) operating as a digital asset exchange (iii) providing custodial wallet services (iv) operating as a digital asset derivative exchange provider and (v) operating as a digital assets services vendor.

See blockfi.com/terms for more information.

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